UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

In re:

LEHMAN BROTHERS HOLDINGS INC., et al.,

Debtors.

Chapter 11 Case No.

:

08-13555 (JMP)

:

(Jointly Administered)

PARTIAL TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr.P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

LBVN Holdings, L.L.C.

Name of Transferee

Name and Address where notices to transferee should be sent:

P.O. Box 1641

New York, New York 10150

E-mail: lbvn@lbvn.myhostedsolution.net

Phone: N/A

Last Four Digits of Acct #: N/A

With a copy to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP 1285 Avenue of the Americas

New York, New York 10019-6064 Attention: Andrew N. Rosenberg

Phone: (212) 373-3158 Facsimile: (212) 492-0158

E-Mail: arosenberg@paulweiss.com

Name and Address where transferee payments should be sent (if different from above): N/A

Barclays Bank PLC

Name of Transferor

Court Claim # (if known): 63654 Total Claim Amount: \$26,021,029.00

Amount of Claim as Filed with respect to ISIN

XS0297392770: \$3,685,919.00

Amount of Claim as Filed with respect to ISIN XS0297392770 to be Transferred: \$3,685,919.00 (or

100.00% of the Amount of Claim as Filed)

Allowed Amount of Claim with respect to ISIN

XS0297392770: \$3,608,350.86

Allowed Amount of Claim with respect to ISIN

XS0297392770 to be Transferred: \$3,608,350.86 (or

100.00% of the Allowed Amount of Claim)

Date Claim Filed: November 2, 2009

Barclays Bank plc 745 7th Avenue New York, NY 10019

PLEASE SEE ATTACHED EXHIBITS

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By:

Date: May 15, 2013

Transferee/Transferee's Agent

Andrew N. Rosenberg/Authorized Signatory

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

Exhibit A

Evidence of Transfer of Claim

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

- For value received, the adequacy and sufficiency of which are hereby acknowledged, Barclays Bank PLC ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to LBVN Holdings, L.L.C (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the nominal amount specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to Proof of Claim Number 63654 filed by or on behalf of Seller's predecessor in interest (the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto.
- Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors; (g) the Notice of Proposed Allowed Claim Amount dated August 24, 2011 ("Notice") for the Proof of Claim provided to Purchaser is true and correct and no action was undertaken by Seller with respect to the Notice for the Proof of Claim; and (h) Seller has delivered to Buyer true and correct copies of the disbursement notices as received by Seller's predecessor in interest from the Debtor relating to the Transferred Claims and setting forth the initial distribution paid by the Debtor on or about April 17, 2012 (the "Initial Distribution") and the second distribution paid by the Debtor on or about October 1, 2012 (the "Second Distribution") and the third distribution paid by the Debtor on or about April 4, 2013 (the "Third Distribution"), in each case on account of the Transferred Claims, it being understood and acknowledged by Seller and Buyer that the redacted portions of the disbursement notices may relate to claims other than the Transferred Claims; and (i) other than the Third Distribution, which Seller has received from its predecessor in interest, Seller has not received any payment or distributions in full or partial satisfaction of the Transferred Claims.
- 3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice

or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

- All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.
- Seller shall (a) promptly (but in any event no later than three (3) business days after the date of this Agreement and Evidence of Transfer) remit the Third Distribution to Purchaser, and (b) promptly (but in any event no later than three (3) business days) remit any payments, distributions, proceeds or notices received by Seller after the date of this Agreement and Evidence of Transfer of Claim in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.
- Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.
- Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 15 day of May 2013.

Barclays Bank PLC

By: Name: Title:

DANIEL CROWLE MANAGING DIRECTOR

745 Seventh Ave New York, NY 10019 LBVN HOLDINGS, L.L.C.

Name: Andrew N. Rosenberg Title: Authorized Signatory

Address:

LBVN HOLDINGS, L.L.C.

P.O. Box 1641

New York, NY 10150

or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

- 4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.
- 5. Seller shall (a) promptly (but in any event no later than three (3) business days after the date of this Agreement and Evidence of Transfer) remit the Third Distribution to Purchaser, and (b) promptly (but in any event no later than three (3) business days) remit any payments, distributions, proceeds or notices received by Seller after the date of this Agreement and Evidence of Transfer of Claim in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.
- 6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.
- 7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 6000 day of May 2013.

Barclays Bank PLC	LBVN HOLDINGS, L.L.C.			
By:	By: Name: Andrew N. Rosenberg			
68 3 75	8			
Name:	Title: Authorized Signatory			
Title:				
	Address:			
745 Seventh Ave	LBVN HOLDINGS, L.L.C.			
New York, NY 10019	P.O. Box 1641			
	New York, NY 10150			

Transferred Claims

\$3,608,350.86 (100% of the allowed amount of the Proof of Claim with respect to the ISIN set forth below).

Purchased Claim

Lehman Programs Securities to which Transfer Relates

Description of Security ISIN/CUSIP	ISIN/CUSIP	Issuer	Guarantor	Guarantor Principal/Notional Amount Maturity Date Allowed Amount	Maturity Date	Allowed Amount
Issue of EUR 10,000,000	XS0297392770	ssue of EUR 10,000,000 XS0297392770 Lehman Brothers Treasury Co. Lehman	Lehman	EUR 2,500,000	May 2, 2017	\$3,608,350.86
Index Linked Notes due		B.V.	Brothers			
May 2017 Guaranteed by			Holdings			
Lehman Brothers			Inc.			
Holdings Inc. under the						
U.S.\$60,000,000,000						
Euro Medium-Term Note						
Program						

Schedule 1-1

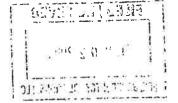
Exhibit B

Proof of Claim

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Lehman Brothers c/o Epiq Bankrup FDR Station, P.O New York, NY 10		sing Center	PROC	URITIES PROGRAMS OF OF CLAIM
In Re: Lehman Brothers Debtors.	Holdings Inc., et al.,	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)	Lehman B	- Southern District of New York rothers Holdings Inc., Et Al. 08-13555 (JMP) 0000063654
based on Lehn	m may not be used t nan Programs Secur nman-docket.com as		·	
	s of Creditor: (and name engeti Partners LP	and address where notices should be	sent if different from	Check this box to indicate that this claim amends a previously filed claim.
	Serengeti Asset Man ention: Yi Shu	agement LP		Court Claim Number:
	ention: 11 Shu 2 Broadway, 12th Floo	r		(If known)
	w York, NY 10012		^	Filed on: October 30, 2009
Telephone numbe	er: 212-466-2175 E	mail Address: yshu@serengeti-am	n.com	
Name and addres	s where payment should	be sent (if different from above)	¥	Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
Telephone number		mail Address:		the amount owed under your Lehman
and whether such dollars, using the you may attach a Amount of Clair Check this b	exchange rate as applications schedule with the claim schedule with the claim see attached sox if the amount of claim International Securities aspect to more than one is	ne fixed or liquidated before or after table on September 15, 2008. If you an amounts for each Lehman Programs (Required) m includes interest or other charges is dentification Number (ISIN) for each Lehman Programs Security, you may	September 15, 2008. The claim re filing this claim with respect t Security to which this claim relation addition to the principal amount of Lehman Programs Security to	nber 15, 2008 or acquired them thereafter, amount must be stated in United States o more than one Lehman Programs Security, ates. Int due on the Lehman Programs Securities. which this claim relates. If you are filing as for the Lehman Programs Securities to
International Se	curities Identification	Number (ISIN): See attached.	(Required)	
appropriate (each from your accour than one Lehman relates.	n, a "Blocking Number") otholder (i.e. the bank, b Programs Security, you	for each Lehman Programs Security roker or other entity that holds such s may attach a schedule with the Bloc	for which you are filing a claim ecurities on your behalf). If you king Numbers for each Lehman	depository blocking reference number, as . You must acquire a Blocking Number are filing this claim with respect to more Programs Security to which this claim
number:		Euroclear Bank Electronic Instruct	ion Reference Number and or	other depository blocking reference
See attached		(Requi		
you are filing this	claim. Von must acqui	re the relevant Clearstream Bank. Eu	roclear Bank or other depositors	ur Lehman Programs Securities for which y participant account number from your rs should not provide their personal account
Accountholders See attached		stream Bank or Other Depository (Require		
consent to, and as disclose your idea	re deemed to have autho ntity and holdings of Let is and distributions.	ream Bank or Other Depository: Brized, Euroclear Bank, Clearstream Enman Programs Securities to the Deb	tank or other depository to tors for the purpose of	FOR COURT USE ONLY FILED / RECEIVED NOV 0 2 2009
Date.	Signature: The perso	n filing this claim must sign it. Sign a person authorized to file this claim a	and print name and title, if any,	NOV 0 2 2009
10/30/09	number if different fro	person authorized to file this claim as the notice address above. Attach c	opy of power of attorney, if Alexander Lemond Authorized Person	EPIQ BANKRUPTCY SOLUTIONS, LLC
Penalty	for presenting fraudule	nt claim: Fine of up to \$500,000 or i		or both. 18 U.S.C. §§ 152 and 3571
	4.5.			

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UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

In re:

LEHMAN BROTHERS HOLDINGS INC., et al.,

Debtors.

Chapter 11 Case

No. 08-13555 (JMP)

(Jointly Administered)

ADDENDUM TO AMENDED PROOF OF CLAIM OF SERENGETI PARTNERS L.P.

- 1. <u>Claimant</u>. Serengeti Partners L.P.(the "Claimant"), c/o Serengeti Asset Management LP, 632 Broadway, 12th Floor, New York, New York.
- The Debtor. On September 18, 2008 (the "Petition Date"), Lehman Brothers Holdings, Inc. filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"). This Proof of Claim is being filed against Lehman Brothers Holdings Inc. Case No. 08-13555 (JMP) on account of Lehman Program Securities (as defined in that certain Order Pursuant to Section 502(b)(9) of the Bankruptcy Code and Bankruptcy Rule 2003(c)(3) Establishing the Deadline for Filing Proofs of Claim, Approving the Form and Manner of Notice Thereof and Approving the Proof of Claim Form entered by the Bankruptcy Court on July 2, 2009) issued or guaranteed by Lehman Brothers Holdings Inc.
- 3. <u>Basis for Claim</u>. Claimant is the holder of the Lehman Program Securities set forth on Schedule A attached hereto. Each of the Lehman Program Securities set forth on Schedule A are either issued by or guaranteed by Lehman Brothers Holdings Inc.
- 4. Amount of Claim. The total principal amount of Claimant's claim based on its Lehman Programs Securities as of September 15, 2008 using exchange rates in effect as of such date equals \$24,699,829. The total claim amount including prepetition interest due Claimant on

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account of its Lehman Programs Securities as of September 15, 2008 using exchange rates in effect as of such date equals \$26,021,029. Schedule A provides the claim amounts for each Lehman Programs Security to which this claim relates. The Claimant reserves the right to claim all amounts due in respect of any legal fees or expenses, charges or post-petition interest to the extent allowed by law.

- 5. <u>International Securities Identification Number (ISIN)</u>. The International Securities Identification Number (ISIN) for each Lehman Program Security for which this claim relates is set forth on Schedule A.
- 6. <u>Clearstream/Euroclear Information.</u> The Clearstream Bank Blocking Number or Euroclear Bank Electronic Reference Number (each, a "<u>Blocking Number</u>") for each Lehman Programs Security for which this claim relates is set forth on Schedule A.
- 7. <u>Clearstream/Euroclear Account Number</u>. The Clearstream Bank or Euroclear Bank depository participant account number (each, an "<u>Account Number</u>") related to each Lehman Programs Securities for which this claim relates is set forth on Schedule A.
- 8. Notices. All notices to Claimant concerning this Proof of Claim should be sent to:

Serengeti Partners L.P.

c/o Serengeti Asset Management LP

632 Broadway, 12th Floor

Attention Yi Shu

New York, New York 10012

Email Address: yshu@serengeti-am.com

with a copy to:

Richards Kibbe & Orbe LLP One World Financial Center New York, New York 10281 Attention: Michael Friedman, Esq.

The request for notices to be sent to Richards Kibbe & Orbe LLP shall not be deemed authorization of Richards Kibbe & Orbe LLP to accept service of process on behalf of Claimant.

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Amendments/Reservation of Rights. Claimant shall have the right to amend or 9. supplement this Proof of Claim and to file additional proofs of claim for additional claims which may be based on the same or additional documents. The execution and filing of this Proof of Claim is not: (i) a waiver or release of Claimant's rights against any person, entity or property; (ii) a consent by Claimant to the jurisdiction of this Court with respect to the subject matter of the Claim or any objection or other proceeding commenced in the above-captioned cases (or any jointly administered case) against or otherwise involving Claimant; (iii) a waiver of the right to move to withdraw the reference or otherwise to challenge the jurisdiction of this Court with respect to the subject matter of this Proof of Claim, any objections or other proceedings commenced with respect thereto or any other proceeding commenced in this case (or any jointly administered case) against or otherwise involving Claimant; (iv) an election of remedy; (v) a waiver of any rights or claims Claimant may have against the Debtors or any person or entity with respect to any pending or future litigation or to any matters related to such litigation; (vi) a waiver of any past, present or future defaults or events of default; (vii) a waiver of Claimant's right to seek payment as an administrative expense relating to any Lehman Program Security which is the subject of this proof of claim; or (viii) a waiver of Claimant's right to seek postpetition interest relating to any Lehman Program Security which is the subject of this proof of claim.

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Schedule A

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Lehman Program Security Issuer	CUSIP	'ar∈tisin∜ö	Blocking Number	Account Number	Principal Amount of Holdings (in US\$)	Total Claim Amount (in US\$)
Lehman Brothers Holdings, Inc.	U52400CA1	XS0291967296	6053266	90782	1,891,124	1,915,745
Lehman Brothers Treasury Co. BV	N5215F200	XS0347107673	6053267	90782	2,400,000	2,793,457
Lehman Brothers Treasury Co. BV	N5214K622	XS0306251967	6053268	90782	1,333,145	1,333,145
Lehman Brothers Treasury Co. BV	999BC29F0	XS0323352095	6053269	90782	1,248,655	1,248,655
Lehman Brothers Treasury Co. BV	5BGDSQ0	XS0270984957	6053270	90782	3,560,750	3,617,129
Lehman Brothers Treasury Co. BV	EG3914744	XS0297392770	6053271	90782	3,560,750	3,685,919
Lehman Brothers Treasury Co. BV	N5214HAB4	XS0298692434	6053272	90782	251,605	292,563
Lehman Brothers Treasury Co. BV	N5215F184	XS0346802050	6053273	90782	569,720	569,720
Lehman Brothers Treasury Co. BV	N5213G200	XS0234203411	6053274	90782	3,703,180	4,191,606
Lehman Brothers Treasury Co. BV	XS0368783477	XS0368783477	6053275	90782	1,403,400	1,586,032
Lehman Brothers Treasury Co. BV	N5212ZCP3	XS0116900928	6053276	90782	4,777,500	4,787,059
Total					24,699,829	26,021,029

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